Residential Tenancy Act

A Guide for Landlords & Tenants in British Columbia

DOC
BC
R475
D:R47
2000
c.3

BRITISH COLUMBIA

Ministry of Attorney General
Residential Tenancy

LEGISLATIVE LIBRARY
VICTORIA, BC V8V 1X4

101-01656/

Canadian Cataloguing in Publication Data
Main entry under title:
Residential Tenancy Act: a guide for landlords and tenants in British Columbia

Rev. ed.
ISBN 0-7726-4359-8

1. Landlord and tenant – British Columbia – Popular works. 2. British Columbia. Residential Tenancy Act. I. British Columbia. Residential Tenancy. II. Title: A guide for landlords and tenants in British Columbia.

KEB224.R47 2000 346.71104'34 C00-960301-8
KF590.R47 2000

--- Table of Contents ---

LEGISLATIVE LIBRARY OF BRITISH COLUMBIA
3 3298 00243 1790

Introduction 1
Arbitration of Residential Tenancy Disputes 2
Publication of Arbitrator Decisions 2
For More Information 3

Renting A Residential Property 4
Tenancy Agreements 4
Tenancy Agreements for People Under 19 6
Tenancy Agreement for Consecutive Leases 6
Condition of Premises 6
Security Deposit 6
Income and Other Discrimination 8

Landlord and Tenant Rights and Obligations 10
When a Landlord Can Enter the Residential Premises 10
Access to the Building for a Tenant and Their Guests 13
Repairs and Services 13
Tenant's Responsibilities 13
Landlord's Responsibilities 14
Regular Repairs 14
Emergency Repairs 16
Reimbursing a Tenant for Emergency Repairs 17
Collecting Rent 18
Subletting or Assigning a Tenancy 19
Failure to Comply with the Residential Tenancy Act or a Term in the Tenancy Agreement 20

Handling Disputes 21
Information/Intervention 21
Arbitration 22
Joined Arbitration 23
Review of Arbitrators' Decision 23

Rent Increases: 26
Rent Increase Disputes 26
What is a Justifiable Increase? 27
Arbitration of a Rent Increase Dispute 27
Hidden Rent Increases 29

Ending a Tenancy 30
Mutual Agreement to End a Tenancy 30
The Tenant Wants to Move Out 30
The Landlord Wants the Tenant to Move Out 31
One-Month Notice 32
Two-Month Notice 33
A New Person Joins the Household 35
When a Landlord Can End a Tenancy without Full Notice 36
When a Tenant Can End a Tenancy without Full Notice 36
Disputing a Notice to End a Residential Tenancy 37
If the Residential Premises are not Vacated 37
Fixed-Term Tenancy Agreements 38

Security Deposit 39
When a Security Deposit Must be Returned 39
How to Calculate Interest on a Security Deposit 40
What the Landlord Can Deduct from a Security Deposit 40
Handling Disputes Over Security Deposits 41
Director's Order for the Return of a Security Deposit 42
Notice of Claim to the Director 42

When a Tenant Leaves Possessions Behind 46

Monetary Claims 47

Enforcing Your Order 48

Offences 49

Manufactured Home Pad Tenancies 50
Mediation and the Manufactured Home Park Dispute Resolution Committee 50
Local Park Committees and Park Rules 51
When a Homeowner Must Buy from a Specific Seller 51
When a Homeowner Wants to Assign or Sublet 51
Rent Increases 52
Ending a Manufactured Home Pad Tenancy 53

Hotel Tenancies 54

Service of Documents 55

Forms 56
Notice of Rent Increase 56
Notice of Rent Increase for a Manufactured Home Pad 56
Statement of Rent Increase Information 56
Manufactured Home Pad Statement of Rent Increase Information 57
Notice To End a Residential Tenancy 57
Application for Arbitration 57
Application for Director's Order for Return of a Security Deposit 57
Notice of Claim to the Director 57
Application for Mediation 58

Residential Tenancy Offices 59

--- Introduction ---

This guide provides valuable information about how the *Residential Tenancy Act* affects landlords and tenants in British Columbia. *The Residential Tenancy Act* applies to almost all residential tenancies in British Columbia, however, there are some exceptions. Some situations where the Act does not apply are commercial tenancies, shared accommodation, when the dispute is between the occupants sharing the premises, most room and board situations and accommodation that is rented on a seasonal basis. For more detailed information on the types of tenancies covered by the *Residential Tenancy Act*, contact a Residential Tenancy office.

This Guide describes:

- renting the property;
- rights and responsibilities of landlord and tenant while the tenant is renting the property;
- how to handle disputes between landlords and tenants;
- the system for tenants to dispute a rent increase;
- ending a tenancy;
- information specific to renting manufactured home pads and hotel rooms;
- list of forms required by the *Residential Tenancy Act;* and
- addresses of Residential Tenancy offices in British Columbia.

Arbitration of Residential Tenancy Disputes

Arbitration is a dispute resolution process that resolves residential tenancy disputes at hearings conducted by arbitrators. Arbitrators are independent, quasi-judicial decision-makers who have the authority to make binding decisions to resolve disputes between landlords and tenants. Arbitrators receive their authority from the Act and are like judges in these matters. Arbitrators base their decisions on the evidence and arguments presented by both parties at arbitration hearings, and the provisions of the *Residential Tenancy Act*.

The Director, appointed under the Act, designates arbitrators to hear disputes, and Residential Tenancy Offices schedule hearings that will be conducted in person or by conference call as determined by the Director. The *Residential Tenancy Act* sets out the law as it applies to residential tenancy situations and specifies the matters that can go to arbitration for resolution. The Supreme and Provincial Courts of British Columbia accept the jurisdiction of arbitrators to make decisions in residential tenancy disputes.

Publication of Arbitrator Decisions

The Residential Tenancy Director periodically publishes volumes of arbitrators' decisions. The publication may be viewed at your local library or may be purchased through Crown Publications. It may be of interest to people who want to learn more about residential tenancy matters in British Columbia. Should you proceed to arbitration, your decision could be selected for publication.

For More Information

Keep in mind that this guide provides general information on the *Residential Tenancy Act*. For more information, contact the office nearest you or call the recorded information line at 660-1020 in the Lower Mainland or 1-800-661-4886.

You can contact any Residential Tenancy Office in the province by calling Enquiry BC at 1-800-663-7867 and asking to be connected to the office nearest you.

Where the Act and this guide differ, the Act prevails. You may purchase a copy of the Act and Regulations by contacting:

Crown Publications
521 Fort Street
Victoria BC V8W 1E7
Phone: (250) 386-4636

You can also order a copy from your local Government Agent's office or BC Access Center. You can also check out our website at:

http://www.ag.gov.bc.ca/rto

--- Renting A ---
Residential Property

To rent in British Columbia the landlord and tenant must enter into a written tenancy agreement. For the benefit of all parties, a landlord and tenant may also wish to complete a condition of premises inspection report before the tenancy begins.

Tenancy Agreements

Effective July 1, 1996, new tenancy agreements between a landlord and tenant must be in writing and must contain terms that outline the rights and responsibilities of both parties. Terms that must be in a written tenancy agreement include security deposits, payment of rent, rent increases, repairs, access and ending the tenancy.

A landlord is responsible for ensuring that any residential tenancy agreement they enter into or renew after July 1, 1996, complies in all respects with the Tenancy Agreement Regulation. The Regulation states that specific terms, whether included or not in the written tenancy agreement, are deemed to be part of the agreement. The agreement must be in at least 8 point type and must be signed and dated by the landlord and tenant.

This sentence is an example of 8 point type.

A copy of this Regulation, which lists the required terms, may be purchased from Crown Publications.

A copy of the written tenancy agreement must be provided to the tenant no later than 21 days after the agreement is entered into. If a landlord doesn't provide a copy of the written agreement within 21 days after signing, the tenant may withhold rent until a copy is provided.

A version of the Residential Tenancy Agreement is available on the Internet or contact your local Residential Tenancy Office, Government Agent's office or BC Access Centre. However, use of this form is not mandatory and a landlord may develop their own form, as long as the agreement complies with the Regulation.

This version of the Residential Tenancy Agreement is designed for use in all residential tenancies, with two exceptions:

1. If the tenancy agreement is solely for the rental of a manufactured home pad, there is a Manufactured Home Pad Tenancy Agreement available.
2. If the landlord is a non-profit landlord as designated under the *Residential Tenancy Act* or Regulations, the references on the Crown Publications Residential Tenancy Agreement relating to rent increases may not apply.

The tenancy agreement must be completed fully and be signed and dated by both the landlord and the tenant in order to comply with the Tenancy Agreement Regulation. The landlord and tenant can negotiate additional terms that may be added to the agreement by attaching additional pages. Additional terms can deal with issues such as:

- who is responsible for utility costs such as heat and electricity;
- what arrangements are agreed to about pets;
- whether parking is included; and
- what is agreed about decorating.

All reasonable terms of the tenancy agreement are enforceable; unreasonable ones are not. Also, if a tenant signs an agreement that conflicts with their rights under the Act, the terms of the agreement which conflict with the *Residential Tenancy Act* may not be enforceable.

Tenancy Agreements for People Under 19

Tenancy agreements signed by people under 19 years are enforceable. That means a tenant under 19 is just as accountable for their actions as a tenant over 19.

Tenancy Agreement for Consecutive Leases

Municipal approval is required for all leases over 20 years. This includes consecutive, or back-to-back, leases which total 20 years or more and were entered into within a 12 month period. There may be an exception when subletting or assigning a pre-existing lease with a term exceeding 20 years. Contact the Residential Tenancy Office for more information.

The requirement for municipal approval of consecutive, or back-to-back leases, is retroactive to June 13, 1994.

Condition of Premises

It's important to keep a record of the condition of a rental property before the tenancy begins. Before signing a tenancy agreement, both the tenant and the landlord should inspect the residential premises. Make a written record of any stains on the rug or holes in the walls, etc. and have all parties sign. If the residential premises are in perfect condition, write that down as well. Photographs or videos can also be useful. Both the landlord and the tenant should agree on the report and attach it to the tenancy agreement to help avoid disputes when the tenancy ends.

Security Deposit

The landlord may ask the tenant to pay a security deposit (sometimes called a damage deposit) when they enter into a tenancy agreement. With the consent of the tenant or with an arbitrator's order, the landlord may keep all or part of the deposit to cover any damage the tenant does to the residential premises beyond normal wear and tear, any unpaid rent or bills, or any costs to the landlord if the tenant moves out without giving proper notice. Unless the landlord has the tenant's written consent to keep all or part of the security deposit or has an Arbitrator's order to keep the deposit, the landlord must return the deposit plus interest within 15 days after the tenancy ends, or apply for arbitration with the Residential Tenancy Office (*see Security Deposit*).

The only time a landlord can request a security deposit is at the beginning of the tenancy. The landlord can charge only one security deposit per residential premises, no matter how many tenants live there. A security deposit can't be more than half of the first month's rent and the landlord can't ask for an extra deposit if the rent is increased. Separate deposits for keys, garage door openers and other items are not allowed. If the tenant fails to pay the deposit within 30 days of the start date of the tenancy agreement, the landlord can give a one- month notice to end the tenancy.

Normally all facilities and services are included in the tenancy agreement. However, if a separate contract is entered into for a facility or service such as additional parking, deposits under that contract may be permitted.

Note: It is an offence for a landlord to require more than one security deposit or require a security deposit of more than one half month's rent.

Note: It is an offence for a landlord to require that part or all of the security deposit must be forfeited at the end of a month- to-month tenancy.

Income and Other Discrimination

A landlord can't discriminate against a tenant or prospective tenant based on income as long as the source of the income is legal. The *Human Rights Act* states no one can discriminate in a tenancy or any other matter on the basis of race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, or sexual orientation. However, this may not apply to certain tenancies where:

- sleeping, bathroom or cooking facilities are shared between tenant and landlord,
- the residential premises is in a building, or a manufactured home park, reserved for people 55 or older, or
- the residential premises is designed for people with disabilities.

Individuals who believe they have been discriminated against can contact the BC Human Rights Commission.

Q. Is it income discrimination if a landlord refuses to rent to someone because that person is on income assistance?
Yes. Income assistance is a legal source of income; a landlord can't refuse to rent to people for this reason alone.

For more information on discrimination, contact:

Vancouver
BC Human Rights Commission
406 - 815 Hornby Street
Vancouver BC V6Z 2E6
Phone: (604) 660-6811

Victoria
BC Human Rights Commission
Parliament Buildings
Victoria BC V8V 1X4
Phone: (250) 387-3710

Outside Vancouver and Victoria areas phone: 1-800-663-0876.

--- Landlord and Tenant --- Rights and Obligations

A landlord and tenant have certain rights and obligations. Both must comply with *the Residential Tenancy Act* and reasonable terms contained in their tenancy agreement. This section describes:

- when a landlord can enter the residential premises;
- what the landlord's responsibility is for providing access to the building for a tenant and their guests;
- who is responsible for repairs and services;
- the tenant's responsibility for paying rent;
- when a tenant may sublet or assign their tenancy;
- what to do if a landlord or tenant does not comply.

When a Landlord Can Enter the Residential Premises

A tenant is entitled to quiet and peaceful enjoyment of the premises. A landlord may enter the tenant's home under the following circumstances:

- there is an emergency, such as a fire, damaged or blocked pipes or flooding;
- the tenant is at home and agrees to let the landlord or the landlord's agent in;
- the tenant agreed, not more than one month before, to let them in for a certain reason;
- the tenant has abandoned the residential premises;
- the landlord has an arbitrator's order or court order to enter the residential premises;
- the landlord has given the tenant written notice at least 24 hours and not more than 72 hours in advance. The notice should give the reasons for entering and the hours of the day that the landlord will spend in the residential premises. The reasons must be valid and the time in the premises must fall between 8 a.m. and 9 p.m., unless the tenants agree to another time;
- the landlord or their employee is coming in to clean a hotel tenant's room.

If a landlord does not follow these rules, a tenant can contact a Residential Tenancy Office to help resolve the dispute (*see Handling Disputes*). If the dispute goes to arbitration and the arbitrator believes the landlord may continue to enter the premises illegally, the tenant may be allowed to change the locks and keep the only keys. The tenant must give the landlord the keys when they move out. If the tenant does not do so, the landlord can deduct the cost of changing the locks from the security deposit with the tenant's permission or an arbitrator's order.

Q. How can a landlord protect themselves and their property from a tenant who claims the landlord has been entering their home illegally and has applied for arbitration to change the locks?

A tenant must prove at an arbitration hearing that a landlord violated their privacy before they can change the locks. A landlord may want to discuss this with an Information Officer before arbitration.

Q. What if the tenant has changed the locks and there is an emergency? How would emergency crews get in?

If an emergency happens when the tenant is not home or can't get to the door, emergency personnel can remove the door. Another option is installing an emergency lock box at the entrance to the building and giving the lock box keys to emergency crews. This way, if there is an emergency, crews can get into the residential premises without damaging the doors. The landlord would not have access to the lock box.

Q. Who pays for the cost of breaking down the door?

If the landlord and the tenant disagree over who's responsible for the emergency, contact a Residential Tenancy Office for assistance. If it is not possible to resolve the dispute, the landlord and/or the tenant may apply for arbitration.

Q. What if the tenant changes the locks without an arbitrator's order?

The landlord can give a tenant a written notice that they have broken the tenancy agreement and must correct the situation within a reasonable amount of time. The tenant must either change the locks back and pay for the work done or give the landlord keys to the new locks. If they don't, the landlord can give the tenant a one-month notice to end the tenancy (*see Handling Disputes and Ending a Tenancy*).

Access to the Building for a Tenant and Their Guests

A landlord must provide access to the building for a tenant, their guests and any political candidates or their representatives who are canvassing or distributing material when seeking election to a federal, provincial, regional, municipal or school board office. This means that the landlord can't make such rules as "no guests after 10 p.m.", "no overnight guests" or other rules such as to limit a person's ability to enter the premises.

Exception: *A landlord can restrict access within reason and make reasonable charges for extra occupants if the tenant is renting a room in a hotel.*

Note: *A tenant is responsible for any noise, damage or other problems caused by their guests.*

Note: *It is an offence for a landlord or tenant to alter the means of entrance, or access to a residential premises except by agreement, or if ordered to do so by an arbitrator or court.*

Repairs and Services

A landlord and tenant are responsible for maintaining, repairing and servicing the residential premises.

Tenant's Responsibilities

- Repair any damage that they or their guests cause, whether on purpose or by accident.
- Keep the premises in a condition that meets health and cleanliness standards.
- Contact the landlord as soon as possible when a serious problem arises involving repairs or services that are the responsibility of the landlord.

Landlord's Responsibilities

- Maintain the building and property to health, safety and housing standards.
- Ensure that the building and property are kept in a condition that makes the building reasonably comfortable to live in.
- Oversee repairs for serious problems. Unless it's an emergency, a landlord must give proper notice to enter the residential premises (*see when the Landlord Can Enter the Residential Premises*).
- Post emergency contact information in a visible place in the building. The emergency contact can be the landlord and/or another person (*see Emergency Repairs*).
- Change the locks or other system of access to residential premises if the tenant makes the request at the beginning of a new tenancy, and the landlord did not change the locks at the end of the previous tenancy. The landlord is responsible for the costs involved in changing the locks and cannot ask the tenant to pay these costs.

When either a landlord or tenant do not live up to their obligations, the other party can contact the Residential Tenancy Office for assistance and if the dispute is not resolved, apply for arbitration (*see Arbitration*).

Regular Repairs

A regular or minor repair is not an emergency, however, it is an inconvenience for the tenant and may make the tenancy less valuable. If the repair is not for damages done by a tenant or their guests, the landlord is generally responsible for it. If the landlord doesn't make the repair, the tenant can contact the Residential Tenancy Office for assistance (*see Handling Disputes*). If they are still unable to resolve the dispute, either the

landlord or the tenant may apply for arbitration.

If an arbitrator agrees that a repair is required and the tenant is not responsible for the damage, the landlord will be ordered to complete the repairs within a given time. The arbitrator may order that, if the landlord doesn't make the repairs, the tenant can undertake the repair and deduct the cost from their next month's rent. Alternatively, the arbitrator may order that the rent be paid into a trust fund to cover the cost of the repairs. The landlord will be charged administration fees for this service. The arbitrator may also reduce the tenant's rent to reflect the lowered value of the residential premises. For example, if one of the two bedrooms in the residential premises can't be used because repairs haven't been made, the arbitrator may reduce the rent to that of a one-bedroom suite.

If the landlord has an outstanding order for repair or other order and wants to increase the rent, an arbitrator may refuse to grant the rent increase until the landlord has complied with these orders.

If a landlord fails to make repairs, a tenant may apply for arbitration requesting the rent be redirected by an arbitrator. The arbitrator may order the rent be redirected to the Director, or some other party. The arbitrator may then spend the redirected rents to ensure the repairs are carried out. When the repairs are completed to the arbitrator's satisfaction, any remaining rents will be returned to the landlord.

Note: It is an offence for a landlord to discontinue providing a service or facility that is reasonably related to a tenant's continued use and enjoyment, even if the service or facility is not expressly provided for in the tenancy agreement.

Emergency Repairs

Repairs are considered an emergency only if the health or safety of the tenant is in danger or if the building or property is at risk. Emergency repairs are defined as:

- major leaks in the pipes or roof;
- damaged or blocked water, sewer pipes or plumbing fixtures;
- broken central or primary heating systems; and
- defective locks that let anyone enter the premises without a key.

A landlord must post an emergency contact name and phone number in a visible place in the building. If an emergency arises and the tenant is unable to get in touch with the emergency contact, they may have the repairs done without getting an arbitrator's order. If the tenant does contact the landlord before the repairs are completed, the landlord can either take over the repairs and pay for work done up to that point or allow the repairs to continue and reimburse the tenant for the full cost incurred.

Note: The tenant must try to contact the landlord or the emergency contact at least twice and allow a reasonable amount of time for them to respond before going ahead with the emergency repairs.

Here are two examples of situations where a tenant may have emergency repairs done:

- the pipes have broken and the residential premises is flooding; or
- the furnace is broken, there is no other proper heat source for the home, and it is cold.

Here are some situations that are not considered emergencies:

- a tenant loses their keys and want to change the locks;
- a heating element on the stove has burned out; or
- the kitchen sink is plugged.

Q. What if the repair-person overcharges the tenant for the repairs and the tenant has deducted the cost from the rent?

The landlord and the tenant should discuss the problem. If they can't agree, then either one can contact the Residential Tenancy Office for assistance. If necessary, the landlord could apply for a monetary order (*see Monetary Claims*). If the arbitrator agrees with the landlord, the tenant may have to pay for the extra costs. A tenant should make reasonable efforts to ensure that the price they pay is not excessive.

Reimbursing a Tenant for Emergency Repairs

A landlord must reimburse a tenant for the costs of emergency repairs unless an arbitrator orders otherwise. The tenant must provide all receipts for repairs and a written account of what happened.

If, after receiving the receipts and account from the tenant, the landlord doesn't reimburse them, the tenant can deduct the repair costs from their rent payments. The landlord cannot try to end the tenancy because the tenant deducted the costs. However, the landlord can contact the Residential Tenancy Office and, if necessary, apply for arbitration if the landlord believes:

- the repairs were unnecessary;

- the costs were too high; or
- the repairs had to be done because the tenant didn't take proper care of the premises.

If an arbitrator decides in the landlord's favour, the tenant will be required to pay the costs as ordered by the arbitrator. If the landlord has already paid the bills or if the tenant has deducted the costs from their rent, the tenant must pay the landlord back.

If an arbitrator orders the tenant to pay for the emergency repairs and they don't have the money, the landlord can:

- end the tenancy for non-payment of rent if the tenant has already deducted the cost of the repairs from their rent payments;
- deduct the cost from the security deposit at the end of the tenancy (*see Returning a Security Deposit*); and/or
- file the order in Provincial Court where it remains enforceable for 10 years.

Collecting Rent

A tenant must pay the rent on time. If a tenant doesn't pay all the rent on the date it was due, the landlord can give them a 10-day notice to move out no sooner than the following day. The tenant doesn't have to move out if they pay all the rent owing within five days of receiving the notice. They can apply to an arbitrator to extend this 5-day period if necessary.

Q. What happens if a tenant moves without paying the rent?

The landlord may apply to the Residential Tenancy Office for a monetary order against the tenant for the amount owing for unpaid rent and other costs such as cleaning etc. (*see Handling Disputes*). A landlord can't seize or damage a tenant's personal property when they don't pay the rent. If they do, the tenant can ask an arbitrator to order the landlord to return the items or to reimburse the tenants for the value of the items seized or damaged. If a landlord does seize the tenant's property for non-payment of rent, the landlord may be committing an offence and be liable for a fine of up to $5,000 (payable to the Crown).

Subletting or Assigning a Tenancy

A tenant must seek the consent of the landlord prior to assigning or subletting their premises.

The landlord cannot unreasonably withhold consent to assign or sublet if:

- the tenant has a fixed-term tenancy agreement of six months or more; or
- the tenant is renting a manufactured home pad and is not renting the pad and the home under one tenancy agreement (*see Handling Disputes*).

In all other cases, the landlord can legally refuse to let a tenant sublet or assign their tenancy for any reason, even if the tenant believes it's unfair.

An arbitrator may find that the landlord is unreasonably withholding consent and order that the tenancy is assigned or sublet.

Important: It is an offence for a landlord to receive payment or other benefits, directly or indirectly, for letting the tenant assign or sublet their tenancy.

Failure to Comply with the Residential Tenancy Act or a Term in the Tenancy Agreement

A landlord and tenant should try to resolve any dispute over a requirement of the Residential Tenancy Act or a term of their tenancy agreement. If they are unable to solve the matter, an Information Officer is available to assist either party by intervening (*see Information / Intervention*). If necessary, a party may apply for an Arbitrator's order requiring the other party to comply with a requirement of the Act or a term of a tenancy agreement. This will assist in resolving disputes over whether terms in a tenancy agreement are reasonable and enforceable without placing the tenancy agreement at risk.

--- Handling Disputes ---

The Residential Tenancy Office has an intervention process that a landlord and tenant can use to resolve disputes. The purpose of an intervention is to help people resolve conflicts before their issues become so serious that arbitration is required.

Information/Intervention

Discuss the problem with the other party. If the issue is not resolved, contact a Residential Tenancy Office Information Officer who will explain landlord and tenant rights and responsibilities under the Act. If requested, the Information Officer may assist in resolving the problem by contacting the other party to explain what is required of them under the Act.

Example:

A landlord has given a tenant a 10-day notice to end a tenancy and the tenant has threatened to deliberately damage the residential premises before leaving. At the landlord's request, an Information Officer may call the tenant to explain that causing willful damage is an offence and, if prosecuted, the tenant could be fined up to $5,000. A landlord can also apply for arbitration of a monetary claim for up to $10,000 for the cost of damages. If the damage claim exceeds $10,000 the dispute must be filed in the Supreme Court of British Columbia.

Arbitration

If the dispute isn't resolved, either the landlord or the tenant may apply for arbitration (except where the dispute is over a manufactured home park rent increase, which must go to mediation before coming to arbitration).

To apply for arbitration, the applicant must fill out an Application for Arbitration and pay a filing fee. The applicant may ask that the filing fee be repaid by the respondent. It may be possible to waive the filing fee for low-income applicants. The applicant must serve a copy of the Application for Arbitration and Notice of Hearing to the other party, called the Respondent, within 3 days of applying for arbitration (*see Service of Documents*). An Application for Arbitration must be served by giving a copy of the Application, Notice of Hearing and any attachments to each person named on the application. The hearing package must be served personally or by registered mail (*see Service of Documents*).

A landlord cannot ask their tenant to agree to opt out of arbitration as a condition of entering into, or as a term of, a tenancy agreement. If they try to do so, that term of the agreement may be found unenforceable by an arbitrator. However, if the landlord and the tenant agree in writing at any point after the tenancy agreement has been reached to opt out of arbitration, such an agreement is legal and could be upheld.

Important: *Depending on the type of dispute, there may be deadlines for filing for arbitration. For further information call the Residential Tenancy Office (see Disputing a Notice to End a Residential Tenancy and Returning a Security Deposit).*

Q. What happens during arbitration?

The arbitrator will review the facts and hear the relevant evidence from both sides. Most hearings are completed in less than one hour.

Note: It is an offence for a landlord or tenant to give false or misleading information in an arbitration proceeding.

The arbitrator will make a decision within 30 days. If the arbitrator determines the matter is frivolous or vexatious, trivial or not initiated in good faith, the arbitrator may dismiss the case without making a decision. A written decision is provided.

Joined Arbitration

Applications for arbitration may be joined by:

- requesting the Director join the applications, or
- requesting the arbitrator join the applications.

Parties may apply to the Director to have their applications for arbitration joined - to be heard by the same arbitrator at the same time, where the disputes are related and where it is reasonable that they be heard together. If similar disputes involve the same landlord and a number of tenants, the arbitrator can order a joined hearing to deal with all the disputes at once.

Those who apply for joined arbitration must agree in writing to deal with all the issues at once. Where an Arbitrator orders the applications be joined, both the applicants and the respondents involved in the dispute must agree in writing to accept the arbitrator's decision to join the files.

Review of Arbitrator's Decision

The *Residential Tenancy Act* provides for a review of an Arbitrator's decision if a party:

- Was unable to attend the original hearing due to circumstances that could not be anticipated and that were beyond his or her control.

- Has new and relevant evidence that was not available at the time of the original hearing.

- Has evidence that the arbitrator's decision was obtained by fraud.

On receipt of the written decision or order, a party to a hearing who wants a review must submit an Application for Review of the Decision or Order of an Arbitrator, with the filing fee, within:

- 2 days, where the matter relates to a request for an order of possession, or an order assigning or subletting a tenancy

- 5 days, on a repair application or an application disputing a notice to end a tenancy or

- 15 days, on any other matter.

The application must clearly set out the grounds for review, and be accompanied by sufficient evidence to support the grounds on which the application is made. The arbitrator will generally make the initial decision of whether to reopen the matter based solely on the application for review submitted by the applicant and accompanying evidence.

A hearing is not required at this stage of the review process. If the arbitrator decides that sufficient grounds exist to allow the review, the applicant will be required to serve the other party with a copy of the arbitrator's decision reopening the matter. The other party will have an opportunity to respond to any new evidence before a final decision is made.

Applications for review may be filed at you local Residential Tenancy Office, Government Agent's office, or BC Access Centre.

If a landlord or tenant has some other basis for review, or believes that the arbitrator made an error on the review application, either party may apply to the Supreme Court of British Columbia for a petition for judicial review under the *Judicial Review Procedure Act*. A landlord or tenant considering this action may wish to seek legal advice.

--- Rent Increases: ---

Rent Increase Disputes

A landlord must give a tenant three months written notice of a rent increase for a regular residential tenancy or six months written notice for manufactured home owners who rent pads. A landlord can't require a new rent increase until 12 months following the date the last rent increase became effective. In a new tenancy, a rent increase can't be collected until 12 months from the start of the tenancy. A landlord must use the form required by the *Residential Tenancy Act* called the Notice of Rent Increase. These forms are available through the Residential Tenancy Office nearest you, from a Government Agent office or BC Access Center. The landlord may deliver the Notice of Rent Increase to the tenant in accordance with the service provisions of the Act (*see Service of Documents*).

Except for manufactured home pad tenancies, a tenant has 30 days after receiving the Notice of Rent Increase to apply for arbitration to have an arbitrator determine if the rent increase is justifiable. There are some steps a tenant should try to take first to resolve a rent increase dispute. If the tenant believes the increase is not justified, they should talk to their landlord about their concerns. If the matter cannot be settled informally, contact the Residential Tenancy Office. An Information Officer can provide information about their options under the Act and explain how the rent protection system works. With permission, an Information Officer can call a landlord or tenant and explain the rent review provisions of the Act. If differences still can't be resolved, a tenant may apply for arbitration to have an arbitrator determine the justifiable rent increase.

Note: A tenant must apply for arbitration within 30 days of receiving the Notice of Rent Increase, although an arbitrator may extend the time if good reason exists to do so.

Note: This provision only applies to manufactured home parks where the pad and manufactured home are rented under a single tenancy agreement. Other provisions of the Residential Tenancy Act apply to a tenancy where only the pad is rented (see Manufactured Home Pad Tenancies).

Note: Rent protection provisions may not apply to non-profit housing, subsidized housing or where rent is based on the tenants income

What is a Justifiable Increase?

The calculation to determine if a rent increase is justified is based on a review of the landlord's costs over the previous 12 month period. It includes increases in local government levies (property tax, water charges, etc.), capital expenditures (major repairs, new furnace, etc.) and an inflation adjustment factor that reflects the operating and maintenance costs of the landlord, and a fair return on the landlord's investment. The rates are revised regularly to reflect market conditions.

Arbitration of a Rent Increase Dispute

Using the calculations of the landlord's cost over the 12 month period and applying the provisions of the *Residential Tenancy Act*, an arbitrator will decide if the rent increase, or a portion of the rent increase, is justified.

If a tenant disputes a rent increase because it is very large but it is justifiable according to the rent increase calculation, the arbitrator may order the

landlord to phase in the rent increase over a period of time. The arbitrator sets the date that the first phase of the increase will take effect. This helps avoid confusion and provides a schedule for the increases. Even though the rent increase is being phased in, the landlord can collect an additional rent increase 12 months from the original effective date.

If an arbitrator decides to refuse, postpone or reverse a rent increase, the landlord will have to wait 12 months from the date the original notice was given to issue another Notice of Rent Increase.

Q. Do the rent review provisions mean that I am limited to a certain amount I can raise the rent every year?

No, this is not rent control and there are no guidelines to specify how much an annual rent increase must be. A landlord is free to raise the rent to whatever amount the tenant agrees to pay. Rent review only gives a tenant the opportunity to have an arbitrator review a rent increase they feel is not justified. In between tenancies, a landlord is free to setrent at whatever the market will bear.

Q. Can a tenancy be ended for disputing a rent increase?

No. A tenant can remain in their premises while they file for arbitration to dispute a rent increase. Retaliation against anyone who has sought or is seeking a remedy under the *Residential Tenancy Act* is an offence (*see Offences*).

Hidden Rent Increases

A tenant can contact the Residential Tenancy Office if they believe the landlord is hiding rent increases in the form of fees for, or removal of, facilities and services that were supposed to be included in the tenancy agreement. If a hidden rent increase is found the arbitrator may order the landlord to reimburse the tenant, or may order the rent reduced by the decreased value of the tenancy, unless and until the landlord restores the service or facility. How the tenant gets reimbursed for a hidden rent increase depends on whether or not the tenancy is still in place or if the tenant has since relocated. The tenant may be able to deduct the amount from the rent or may receive a monetary order enforceable against the landlord.

***Example**: If the landlord agrees in the tenancy agreement to wash the windows regularly then charges the tenant, it could be a hidden rent increase.*

--- Ending a Tenancy ---

This section describes:

- what to do if both the landlord and tenant want to end the tenancy;
- what a tenant must do if they want to move out;
- what a landlord must do if they want a tenant to move out;
- ending a fixed-term tenancy agreement;
- returning a security deposit; and
- what happens if a tenant leaves anything behind when they move out.

Mutual Agreement to End a Tenancy

At any time a landlord and tenant can agree in writing that the tenancy agreement will end on a specified date. The landlord or the tenant can draw up their own agreement or they can use a sample form, available from any Residential Tenancy Office.

This agreement can form part of a fixed-term tenancy agreement, but must be in the proper form. Contact the Residential Tenancy Office for more information.

The Tenant Wants to Move Out

When a tenant wants to move out, they must give the landlord a written, signed notice providing the complete address of the premises and saying when they plan to move out. The notice must be a minimum of one month, and must be given by the last day of a rental payment period to be effective on the last day of a subsequent rental payment period. For example, if rent is due on November 1, the tenant must give notice to the landlord no later than September 30 to move out on October 31. If the tenant gives less than the proper notice, they may still be liable to pay the landlord for losses, if any, for that period (*see Returning Security Deposits and Monetary Claims*). A landlord may try to recover these costs through arbitration. This provision does not override terms set in a fixed-term tenancy. The landlord is obligated to do his/her best to mitigate any losses.

The Landlord Wants the Tenant to Move Out

If a landlord wants a tenant to move out, they must give them a Notice to End a Residential Tenancy form which is available through the Residential Tenancy Office, Government Agent's office or BC Access Center. The notice must:

- be signed by the landlord or the landlord's appointed agent - if it's not signed, it's not enforceable;
- include the complete rental address and the date the tenant is to move out;
- include the reasons for asking the tenant to move out; and
- describe the tenant's right to dispute the notice (included on the pre-printed form).

In most circumstances, the landlord must give a tenant at least one or two-months' notice to move out. The following section describes:

- when the landlord can give one-month notice;
- when the landlord can give two-months' notice;
- when the landlord doesn't have to give full notice;
- what happens if a new person joins the tenant's household;
- what happens if the tenant disputes a Notice to End a Residential Tenancy; and

- what happens if a tenant refuses to leave the rental property.

One-Month Notice

A landlord can give a tenant a one-month notice to move out for the following reasons:

- The tenant or their guests have unreasonably disturbed the quiet enjoyment of other tenants.
- The tenants or their guests have caused extraordinary damage to the residential premises or property.
- The tenant or their guests have damaged property over and above reasonable wear and tear and haven't made repairs within a reasonable period of time.
- The tenant hasn't paid the security deposit within 30 days of the date of entering into a tenancy agreement.
- The tenant knowingly gave false information about the residential premises or building to someone interested in renting a residential premises or buying the building.
- The tenant or their guests have threatened the landlord's safety or other rights or interests, or that of other tenants.
- The number of tenants permanently occupying the residential premises is unreasonable.
- The tenant has broken the terms of the tenancy agreement and has not corrected the problem within a reasonable period of time after receiving written notice from the landlord.
- It is impossible to continue the tenancy agreement due to matters beyond the landlord's or the tenant's control, for example, a fire has destroyed the building.

- A provincial, regional or municipal government authority has ordered the premises vacated due to zoning, health, safety, building or fire prevention standards.
- The tenant has, or is believed to have, assigned or sublet the residential premises without the landlord's consent.
- The tenant's employment as caretaker, janitor, manager or superintendent has ended and the landlord needs the unit for a new caretaker, janitor, manager or superintendent.
- The tenant was provided with residential premises during their employment and that employment has ended.

Two-Month Notice

The landlord can give the tenant a two-month notice to move out for the following reasons (except where there is a fixed-term tenancy in place):

- The landlord or the landlord's spouse, parents or children plan to live in the residential premises.
- The landlord has sold the property to purchasers who have notified the landlord in writing that they, or a member of their immediate family, intend to live in the unit.
- The landlord plans to demolish the residential premises and has obtained all required permits.
- The landlord plans to convert the residential premises to a condominium.
- The landlord plans to convert the residential premises to a non-profit co-operative or society.
- The landlord plans to make a tenancy agreement for a term over 20 years and has municipal approval.

- The landlord plans to convert the residential premises into non-residential premises, such as a shop, for at least six months.
- The landlord plans to convert the residential premises into a caretaker's premises for at least six months.
- The landlord plans to renovate the residential premises and the building or rental unit must be empty to do the work.
- The tenant's actions warrant ending the tenancy but are not specifically covered elsewhere in the Act (notice may be allowable under a fixed-term tenancy).

If the landlord gives a two-month Notice to End a Residential Tenancy for any of the reasons listed above and there is a fixed-term tenancy in place, the effective date of the Notice may be no earlier than the pre-determined end date of the fixed-term.

If the landlord gives the tenant a two-month Notice to End a Residential Tenancy, the tenant can move out earlier by giving the landlord a minimum 10-day written notice and paying the rent due up to the date they plan to move out, except where the tenant's actions warrant the notice.

Consult the Residential Tenancy Office for more information about the two-month Notice to End a Residential Tenancy.

- Before a landlord can give a Notice to End a Residential Tenancy to demolish, convert or renovate the property, they must get all the necessary permits and approvals. A landlord also must pay the tenant's actual and reasonable moving costs, up to a maximum of one month's rent.

- If a landlord doesn't renovate, convert or demolish the property after ending the tenancy for one of those reasons, the tenant may be eligible for compensation for their actual and reasonable moving expense and any increase in their rent for up to one year. A tenant must apply for arbitration within nine months of the effective date of the Notice to End a Residential Tenancy.
- If a landlord ends the tenancy so that they or their family or a purchaser may live in the residential premises and they don't live in the premises for a minimum of six months after the tenant moves out, the tenant can claim compensation for any moving expenses and increased rent. A tenant should keep receipts for their moving and rent payments in case they can get reimbursed for these costs later.
- The landlord who can demonstrate an honest intent to occupy, renovate, convert or demolish at the time the Notice was issued has a valid defense against the claim for compensation.

A New Person Joins the Household

Without a valid reason, the landlord can't end a tenancy because a new person joins the household. For example, if the addition of the person makes the number of people living in the residential premises unreasonable, the landlord can give the tenant a one-month Notice to End a Residential Tenancy. Twenty-four-months notice is required if this notice is given because of the birth or adoption of a child.

When A Landlord Can End a Tenancy without Full Notice

- The landlord can apply for arbitration to end a tenancy without the usual notice if a tenant or their guests have:
  - unreasonably disturbed other tenants;
  - caused major damage to the premises;
  - seriously threatened the landlord's safety, rights or interests or those of other tenants.

  The landlord must be able to demonstrate sufficient urgency to the situation to justify not giving the usual notice.
- The landlord can give a 10-day notice to end the tenancy for failure to pay rent at any time after the date the rent was due. If the tenant pays all of the outstanding rent within five days of receiving this notice, the notice is void. The tenant may also apply to an arbitrator to extend this time period. If the tenant does not pay the rent due or file for arbitration, they must move out of the property within 10 days of receiving the notice.

Note: It is an offence for a landlord to seize a tenant's personal property to satisfy a claim without a court order.

When A Tenant Can End a Tenancy without Full Notice

If the tenant believes that the landlord has breached, or broken, a reasonable material term of the tenancy agreement, the tenant can elect to treat the tenancy as ended. The tenant must inform the landlord of this decision in writing and should document the breach of agreement as such actions often result in arbitration. If an arbitrator decides that the term was not material or there was not a breach sufficient to end the tenancy, the tenant may be liable for rent equal to the amount of notice that should have been given. If you are unsure of what constitutes a reasonable material term please contact the Residential Tenancy Office.

Note: Material terms are sometimes identified as such in a tenancy agreement. They tend to be important provisions of the tenancy.

Disputing a Notice to End a Residential Tenancy

If a tenant believes the notice is not justified, they can contact the Residential Tenancy Office (*see Handling Disputes*).

The deadlines for applying for arbitration are as follows:

Length of Notice to End A Residential Tenancy	Deadline to Apply for Arbitration
10-day notice (failure to pay rent)	within five days of receipt of the Notice to End a Residential Tenancy
One-month notice	within ten days of receipt of the Notice to End a Residential Tenancy
Two-months notice	within 15 days of receipt of the Notice to End a Residential Tenancy

If the deadline is missed, it may be possible to obtain an extension. If a formal application to dispute is not filed legally, the tenant accepts that the tenancy will end on the date given.

If the Residential Premises are not Vacated

If a landlord has reason to believe the tenant may not move out, they can apply for an Order of Possession after the tenant's deadline to dispute the notice has passed or after the tenant has disputed the notice. For more information, contact any Residential Tenancy Office.

Fixed-Term Tenancy Agreements

A fixed-term tenancy agreement ends if the landlord and tenant agree in writing that the tenancy ends on a specific date and that the tenant must vacate on that date. If the agreement is not renewed and there is no specific agreement in writing that the tenancy will end and the tenant will move out at the end of the fixed-term, the tenancy automatically becomes a month-to-month tenancy after the fixed-term expires.

--- Security Deposit ---

This section describes:

- when a security deposit must be returned;
- how to calculate interest on the security deposit;
- what a landlord can deduct from a security deposit;
- handling disputes over security deposits;
- the Director's Order for the return of a security deposit; and
- the Notice of Claim to the Director.

When a Security Deposit Must be Returned

The landlord has 15 days after the tenancy has ended to do one of the following:

- give the tenant the entire security deposit plus interest as provided in the *Residential Tenancy Act*. It is useful to provide a statement showing the amount of the deposit and interest earned from the date the tenant paid the deposit.
- if the tenant agrees to deductions from the security deposit, the landlord must get the tenant's written consent to subtract costs for repairs or unpaid rent then return to the tenant the balance including interest. Again, it is useful to provide a statement showing the amount of the deposit, the interest and the reasons for the deductions.
- if the tenant does not agree to deductions from the security deposit, the landlord must apply for arbitration asking for an order to allow the landlord to keep some or all of the tenant's security deposit including interest.

A landlord may file a Notice of Claim if the tenant has vacated the premises leaving damages or owing money, and the landlord does not have a forwarding address for the tenant (*see Notice of Claim to the Director*).

How to Calculate Interest on a Security Deposit

Interest paid compounds annually on the anniversary date of the deposit. The requirement to pay interest on security deposits started on December 1, 1974. Interest rates are available from any Residential Tenancy Office. The Interest Calculation program can be downloaded from the Residential Tenancy Office website *(http://www.ag.gov.bc.ca/rto)*.

What the Landlord Can Deduct from a Security Deposit

At the end of the tenancy, a landlord can ask a tenant to agree in writing to deductions for payment of unpaid rent or damages. Examples may include;

- damage the tenant or their guests caused (this does not include normal wear and tear from ordinary use);
- cleaning costs if the residential premises were not left reasonably clean, or
- changing the locks if the keys were not returned.

A landlord may only make deductions without the tenant's written permission if:

- they have an arbitrator's order from a previous dispute that the tenant hasn't paid; or
- they get an arbitrator's order to deduct a certain amount from the deposit.

Handling Disputes Over Security Deposits

At the end of the tenancy the landlord and tenant should complete a condition of premises report and discuss deductions and refunds. If the tenant doesn't agree with any deductions the landlord wants to make, they should check the claim against the reportthat describes the condition of the premises when they first moved in. This report should be attached to the tenancy agreement. If a report was not completed when the tenancy began, a tenant may still dispute the landlord's claim against the security deposit; however, a tenant should be prepared to provide evidence regarding any problems with the condition of the premises that existed at the start of the tenancy. A landlord and tenant should talk to each other about any concerns they may have. Contact any Residential Tenancy Office for assistance.

If the tenant and the landlord can't come to an agreement, the landlord may apply for arbitration or file a Notice of Claim (if the landlord does not know where the tenant lives) to the Director within 15 days of the end of the tenancy.

If a landlord decides to apply for arbitration, they must do so within 15 days after the tenancy ends. An arbitrator will consider evidence from both sides and decide who is entitled to the security deposit.

If the landlord has not applied to retain the security deposit within 15 days after the tenancy ends, the security deposit plus interest **must be returned** to the tenant (*see Monetary Claims*).

Note: If a landlord has applied for arbitration, they can hold the security deposit until an arbitrator resolves the dispute. A tenant may not apply for the return of a security deposit until 15 days after the end of the

tenancy agreement. After 15 days have passed the tenant may apply for the return of the security deposit any time up to 2 years from the end of the tenancy.

Director's Order for the Return of a Security Deposit

If the landlord doesn't return the security deposit within 15 days of the end of the tenancy, the tenants can contact the Residential Tenancy Office to apply for an order to have the landlord refund the deposit plus interest. This application can be either an Application for a Director's Order for Return of the Security Deposit or an Application for Arbitration. There is no fee to apply for a Director's Order and no hearing is held. The Director makes a decision to grant an order on the basis of documentation submitted by the applicant. If the tenant is successful in this application, they are responsible for serving the order on the landlord. An Application for Arbitration is handled by the regular arbitration process.

A tenant who is successful in applying for an Order for Return of Security Deposit must give it to the landlord in person or, by giving a copy of the order with an agent of the landlord, or by registered mail. If the landlord doesn't return the security deposit as ordered, the tenant can file the order in the Provincial Small Claims Court for enforcement.

Notice of Claim to the Director

If a landlord has a claim against the security deposit, and is unable to serve the tenant with an Application for Arbitration because they have not provided a forwarding address, the landlord can file a Notice of Claim with the Director. This form gives notice to the Director of the landlord's claim. Should the tenant apply for a Director's Order, the notice would normally result in the application being refused on the grounds that there is a

potential claim on the security deposit. The tenant would therefore need to proceed to arbitration to claim the return of the security deposit. The Notice of Claim does not, in itself, constitute an application to retain the funds. If a landlord is served an Application for Arbitration for the return of the security deposit and still wants to pursue a claim, the landlord must immediately file a monetary claim that can be served on the tenant at the address provided. If the landlord is unsuccessful in serving at the address provided then the landlord can serve the tenant at the actual arbitration hearing.

Note: *The landlord must make reasonable efforts to locate the tenant before filing a Notice of Claim.*

Q. How does a landlord return the deposit if the tenant is on income assistance with the Ministry of Social Development and Economic Security?

(a) If the Ministry of Social Development and Economic Security paid the deposit for the tenant, and there is an assignment agreement (this would normally only apply to deposits paid prior to August 1 1997), the landlord must return the security deposit plus interest to the Ministry of Social Development and Economic Security within 15 days of the end of the tenancy. Cheques should be made payable to the Minister of Finance and Corporate Relations. If a landlord has a claim against the security deposit, they should contact the Ministry of Social Development and Economic Security (1-800-770-6775). If it is not possible to reach a written agreement with the Ministry within the 15 day period, the landlord should make an application for arbitration naming the Ministry of Social Development and Economic Security as the Respondent.

Note: Since August 1 1997 the Ministry of Social Development and Economic Security no longer takes assignments of security deposits.

(b) If there is no assignment, the landlord must return the security deposit to the tenant, get the tenants consent to keep all or part of the deposit or, within 15 days, apply for arbitration naming the tenant.

Q. What if there is a mistake on a Director's Order?

The *Residential Tenancy Act* provides that the Director may vary or cancel an Order issued. A landlord or tenant may complete an Application to Cancel or Vary a Director's Order (including any evidence in support of the request). This application is available at any Residential Tenancy Office, Government Agent's office or BC Access Center. The Director (or the Director's designate) will decide whether to cancel or vary the order, depending on the circumstances. If a Director's Order is cancelled, the parties are free to go to arbitration to determine whether an amount is owing, and to request a monetary order if appropriate. Cancellation of a Director's Order does not remove a landlord's responsibility to return any amount owing to a tenant.

--- When a Tenant Leaves --- Possessions Behind

If a tenant leaves any possessions behind when they move out, the landlord must store them in a safe place for not less than 3 months. If the tenant doesn't claim the goods in that time, and if they owe the landlord money under the tenancy agreement, the landlord can sell the goods and keep the money from the sale up to the amount owed plus reasonable storage costs. The landlord must give the rest of the sale proceeds to the Office of the Public Trustee.

If the tenant is going to be away for a period of time, it's a good idea for them to tell the landlord and make arrangements to pay their rent while they are gone. If the tenant does not inform the landlord that they will be away, does not pay their rent on time, and is gone for 30 days or more, the landlord may believe the tenant has abandoned the premises and start to remove the tenant's possessions.

Note: There are certain requirements a landlord must meet. Additional information should be obtained from any Residential Tenancy Office.

--- Monetary Claims ---

A landlord or tenant has up to two years from the end of the tenancy to apply for arbitration requesting a monetary claim for debts or damages respecting a right or obligation under the *Residential Tenancy Act*. Common examples of monetary claims from a landlord include rent owing and damage above normal wear and tear. Common tenant monetary claims include recovering all or part of a security deposit. Contact your nearest Residential Tenancy Office for more information about monetary claims.

Residential tenancy arbitrators can hear applications for monetary claims of up to $10,000. If the damage claim exceeds $10,000, the dispute must be filed in the Supreme Court of British Columbia. Parties may choose to limit the amount claimed to $10,000 to make use of the arbitration system, however, they cannot them make a separate claim for the balance in any court.

--- Enforcing Your Order ---

Arbitrators' decisions and orders are enforceable in the Supreme and Provincial Courts of British Columbia. If an arbitrator makes an order in your favour, it is your responsibility to enforce the order. The Residential Tenancy Act does not give the Residential Tenancy Office or Arbitrators the authority to enforce orders or to assist you with this process. Most people comply with an arbitrator's order once it is served on them. Orders of Possession and other non-monetary orders are enforceable in the Supreme Court of British Columbia. Monetary Orders are enforceable in the Provincial Small Claims Court. Orders of Possession cannot be filed in a court for enforcement, until the expiry of the time limit for application for review.

Once the order is filed with the courts, the applicant has the use of the enforcement tools of the courts.

The Residential Tenancy Office has handouts on enforcing Orders. Contact your nearest Residential Tenancy Office if you didn't receive a copy with your arbitrator's order.

Enforcement proceedings are matters of the Supreme and Provincial Courts of British Columbia. Although an Information Officer can give you some general information on how to initiate enforcement proceedings, this is a matter that falls under the jurisdiction of the courts. Questions relating to the enforcement process should be directed to the local court registry.

--- Offences ---

There are some actions taken by a landlord or tenant that could constitute an offence under the *Residential Tenancy Act*. Upon conviction, a landlord or tenant may be fined up to $5,000 for each offence depending on the nature of the offence. A number of offences have been identified throughout this publication. In addition, it is an offence to:

- coerce, threaten, harass or intimidate a tenant or landlord because he/she was seeking a remedy under the *Residential Tenancy Act*;
- give false or misleading information at an arbitration proceeding;
- cause deliberate damage to property;
- contravene or fail to comply with an arbitrator's decision or order.

Enforcement falls under the Offence Act and is the responsibility of law enforcement agencies and Crown Counsel. The onus is on the complainant to initiate action. Please contact the nearest Residential Tenancy Office for a full list of offences and/or more information about the offence provisions of the Act. Information Officers may be able to suggest remedies under the Act that can address your concerns.

--- Manufactured Home --- Pad Tenancies

The information contained in this section applies only if the tenant (homeowner) rents the manufactured home pad under a separate agreement. They do not apply where the tenant rents the manufactured home and pad under a single tenancy agreement.

Mediation and the Manufactured Home Park Dispute Resolution Committee

Mediation is a form of dispute resolution that is available under the *Residential Tenancy Act* for disagreements between a park owner and a homeowner in manufactured home pad tenancies. Any dispute that can be arbitrated can be mediated by a subcommittee of the Manufactured Home Park Dispute Resolution Committee. Rent increase disputes must be mediated before they proceed to arbitration. Mediation is intended to assist the parties in resolving their differences through a recognition that they are dependent on each other, and by negotiating solutions to individual problems. It is common that a mediation may involve a large number of homeowners in a park, and in such a situation, it is not practical that all homeowners actively participate in the negotiations with the park owner. Those homeowners who do not attend need to have a level of trust in the homeowners who are representing their interests, and recognize that some give and take may be required to reach an agreement. The homeowner who did not attend should be prepared to accept the agreement negotiated on their behalf.

Local Park Committees and Park Rules

Homeowners and a park owner may form a Local Park Committee to develop rules and discuss changes or problems in the park. Local Park Committees can only pass rules that replace existing park rules where the committee is established and the rules are passed in accordance with the Residential Tenancy Regulation. A manufactured home park owner and homeowners can get help from the Manufactured Home Park Dispute Resolution Committee to handle all kinds of disputes, including those concerning rent increases. For more information, contact the nearest Residential Tenancy Office.

When a Homeowner Must Buy from a Specific Seller

If the tenancy agreement requires a homeowner to purchase a manufactured home from a specific seller, a park owner must inform the homeowner of this term prior to entering into the tenancy agreement. If a park owner does not tell the homeowner at that time, the term is not enforceable.

When a Homeowner Wants to Assign or Sublet

A homeowner must get the park owner's permission to assign or sublet a tenancy agreement for a manufactured home pad. Examples of times when a homeowner might want to do this are if they want to sell their manufactured home and assign the tenancy agreement to the buyer, or rent the manufactured home and sublet the manufactured home pad. Forms to Assign (Request for Consent to Assign a Manufactured Home Pad Tenancy Agreement) or Sublet (Request for Consent to Sublet a Manufactured Home Pad Tenancy

Agreement) are available at your local Residential Tenancy Office, Government Agent's office or BC Access Centre. A park owner can't refuse to allow a homeowner to assign or sublet a manufactured home pad tenancy without good reason. A park owner may not require a rent increase as a condition of approving an assignment. If a homeowner believes the park owner is being unfair in refusing them the opportunity to sublet or assign the tenancy agreement, they can contact their Local Park Committee for assistance in resolving the dispute, the Manufactured Home Park Dispute Resolution Committee for mediation, or any Residential Tenancy Office for arbitration (*for more information see the Assignment and Sublet Regulation*).

Rent Increases

If a park owner is renting out a manufactured home pad, they must give at least six-months notice of a rent increase using a Notice of Rent Increase on a Manufactured Home Pad form which is available at the Residential Tenancy Office, Government Agent's office or BC Access Center.

If a homeowner believes the increase is not justified, they should talk to their park owner stating their concerns. If the matter cannot be settled informally, contact the Residential Tenancy Office, and an Information Officer can provide information about their options under the Act and explain how the rent protection system works. With permission, an Information Officer can call a park owner or homeowner and explain the rent review provisions of the Act. If differences still can't be resolved, the homeowner has 60 days from the time of receiving the Notice of Rent Increase to apply to the Manufactured Home Park Dispute Resolution Committee for mediation. If either party rejects the recommendations from the mediation, either may apply for arbitration within

30 days to have an arbitrator determine the justifiable rent increase, although an arbitrator may extend the time if good reason exists to do so.

A homeowner can't apply for arbitration of a rent increase until the matter has been through the mediation process.

Q. What if the increase is due to come into effect, but the arbitrator hasn't made a decision yet?

In this case, a homeowner must pay the increased rent until the arbitrator makes a decision. If the arbitrator later decides in their favour, a park owner must either return any excess money paid or a homeowner may deduct overpayments from future rent payments.

Ending a Manufactured Home Pad Tenancy

The rules regarding ending a tenancy under the section *Ending a Tenancy* apply with these exceptions:

- If a park owner wants to end the tenancy for reasons not related to the homeowner's actions, such as intending to renovate, demolish or convert the premises to another use, they must give a homeowner at least 12-months notice. They must also pay their actual and reasonable moving expenses up to a maximum of $10,000. A park owner doesn't have to pay until the homeowner moves out and gives the park owner a written account of the expenses.
- At any time during a fixed-term or month-to-month tenancy agreement, a park owner can give a six-month notice to end the tenancy if there are reasonable grounds other than those listed under One or Two Month Notices in the Ending a Tenancy section of this guide. If a park owner gives this notice, they must pay the homeowner's

actual and reasonable moving costs up to a maximum of six months` pad rental.

- If the parties agree to end the tenancy, and the park owner doesn't ensure the tenant is aware of the provisions for reimbursement of moving expenses noted above, the park owner may be held liable for moving expenses up to a maximum of 15 months` rent.

--- Hotel Tenancies ---

A hotel tenant is someone whose permanent home is a room located in a hotel, motel, inn, rooming house, or apartment hotel and where the cost for that room is no more than $20 per day and there is no "peak season" rate change. Hotel tenancies are covered under the Act; however, there are some differences:

- reasonable rules on visiting hours for hotel tenant's guests may be established;
- a reasonable per-day rate to charge a hotel tenant for overnight visitors may be established; and
- a hotel tenant must allow employees into the room for housekeeping service at reasonable hours of the day.

A hotel tenant can apply to the Residential Tenancy Office for an interim order that states that they are a hotel tenant to stop an eviction until an arbitrator decides the dispute.

Hotel tenancies are the same as other tenancies in that hotel tenant's possessions can't be seized for non-payment of rent.

Note: If the accommodation is a rooming house with less than five bedrooms and the landlord shares the premises with the tenant, the Residential Tenancy Act most likely does not apply.

--- Service of Documents ---

Any notice or document that is required to be served on a landlord or tenant must be delivered in accordance with the *Residential Tenancy Act*.

The following types of documents must be served directly to the other party or in the case of a landlord to an agent of the landlord or by registered mail to the person's residence or if for a landlord to the address where the person carries on business as a landlord:

a Notice of Hearing of Arbitration (*See the section on Handling Disputes*)

an Arbitrator`s Decision to proceed with a review

a Director`s Order for the return of a Security Deposit (*See the section on Security Deposits*)

Any other notice or document may be served by:

leaving it with the person or, if for a landlord with an agent of the landlord

sending it regular or registered mail to the person`s residence or, if for a landlord , to the place where the person carries on business as a landlord (Deemed received on the fifth day after mailing)

leaving it at the persons` residence with an adult who apparently lives there

leaving it in a mailbox or mail slot at the person`s residence or, if for landlord, at the address where the person carries on business as a landlord (Deemed received on the third day after)

leaving it in a mailbox or mail slot at the person's residence or, if for a landlord, at the address where the person carries on business as a landlord (Deemed received on the third day after) attaching it to a door or other conspicuous

place at the person's residence or, if for a landlord, at the place where the person carries on business as a landlord (Deemed received on the third day after)

- faxing it to the fax number provided as an address for service by the person to be served (Deemed received on the third day after)

If a question arises regarding service of documents, it will be the responsibility of the person serving the documents to provide proof of service to the Arbitrator.

--- Forms ---

The following forms are available by contacting the any Residential Tenancy Office, Government Agent's office BC Access Center, Residential Tenancy Office or on our website *http://www.ag.gov.bc.ca/rto*.

Notice of Rent Increase:
A landlord must give a tenant a copy of this completed notice at least three months before a rent increase is due to take effect.

Notice of Rent Increase for a Manufactured Home Pad:
A park owner must give a homeowner a copy of this notice six months before the rent increase on a manufactured home pad is due to take effect. A park owner must also file a copy with the Manufactured Home Park Dispute Resolution Committee.

Statement of Rent Increase Information:
A landlord must give the tenant and the arbitrator copies of this completed form at least seven days before an arbitration hearing.

Manufactured Home Pad Statement of Rent Increase Information
A copy of this completed form is provided to the Manufactured Home Park Dispute Resolution Committee prior to mediation.

Notice to End a Residential Tenancy:
A landlord must use this notice to end the tenancy agreement, unless the tenancy is a fixed-term agreement that contains a predetermined expiry date and the tenant has agreed to vacate by that date, or the landlord and tenant have agreed in writing to end the tenancy.

Application for Arbitration:
The person bringing a dispute to arbitration must fill out this application if they want an arbitrator to resolve a dispute. The applicant must deliver this application to the nearest Residential Tenancy Office, Government Agent office or BC Access Center.

Application for Director's Order for Return of a Security Deposit:

A tenant may fill out this application if a landlord has not returned the security deposit and interest within 15 days of the end of the tenancy and do not have either the tenant's written permission to make deductions or an arbitrator's order to retain the money.

Notice of Claim to the Director

When a tenant has moved out without leaving the landlord a forwarding address, the landlord can use this form as notice to the Registrar of their claim against the security deposit. A landlord must have failed to locate the tenant through all reasonable means.

Application for Mediation

The person bringing a dispute to mediation must fill out this application if they want the Manufactured Home Park Dispute Resolution Committee to mediate a dispute or to review a pad rent increase.

--- Residential Tenancy ---

Offices

Our Residential Tenancy Offices have some of the busiest phones in government. To help provide better service to landlords and tenants we have expanded our 24-hour recorded information service. Phone these recorded lines to receive general information and to request any forms or guides:

Lower Mainland	**660-1020**
Elsewhere in BC	**1-800-661-4886**
Enquiry BC	**1-800-663-7867**

If you need to discuss your concerns with an Information Officer, contact the Residential Tenancy Office nearest you. If there is no Residential Tenancy Office in your community, call 1-800-665-8779 or Enquiry BC at 1-800-663-7867 and ask to be connected to the nearest Residential Tenancy Office.

Burnaby
400 - 5021 Kingsway Avenue
Burnaby, BC V5H 4A5
Information line: (604) 660-3456
Administration only: (604) 660-3400
Fax: (604) 660-2363
E-mail: rto.burnaby@ag.gov.bc.ca

Vancouver
300 - 1190 Melville Street
Vancouver, BC V6E 3W1
Information line: (604) 660-3456
Administration only: (604) 775-2829
Fax: (604) 775-2842
E-mail: rto.vancouver@ag.gov.bc.ca

Surrey
10009 - 136A Street
Surrey, BC V3T 4G1
Information line: (604) 660-3456
Administration only: (604) 930-3600
Fax: (604) 930-3615/16
E-mail: rto.surrey@ag.gov.bc.ca

Kelowna
201 1726 Dolphin Avenue
Kelowna, BC V1Y 9R9
Information line: (250) 717-2000
Administration only: (250) 717-2011
Fax: (250) 717-2021
E-mail: rto.kelowna@ag.gov.bc.ca

Victoria
1st Floor, 1019 Wharf Street
Victoria, BC V8W 9J8
Information line: (250) 387-1602
Administration only: (250) 356-9901
Fax: (250) 356-7296
E-mail: rto.victoria@ag.gov.bc.ca

Nanaimo

2 - 1351 Estevan Road
Nanaimo, BC V9S 3Y3
Information line: (250) 753-6149
Administration only: (250) 741-5524
Fax: (250) 741-5532/741-5533
E-mail: rto.nanaimo@ag.gov.bc.ca

Manufactured Home Park
Dispute Resolution Committee
6th Floor, 1019 Wharf Street
Victoria, BC V8W 9J8
Reception: (250) 387-3794
Fax: (250) 953-4548

Forms and information are also available from your Government Agent office or the BC Access Center.

Please see our Residential Tenancy Homepage on the Internet, at:
http://www.ag.gov.bc.ca/rto